

# **CITY OF COLONIAL HEIGHTS, VIRGINIA**



**INVITATION 20-062302-1112**

**REQUEST FOR PROPOSAL**

**PROFESSIONAL ENGINEERING SERVICES  
FOR INSPECTION OF ELEVATED WATER  
STORAGE TANKS**

**PROPOSAL DUE DATE: JUNE 23 2020, 2:00 PM EDT**

City of Colonial Heights  
Purchasing Department  
201 James Avenue – P. O. Box 3401  
Larry H. Melvin, Purchasing Agent  
(804) 520-9333 Fax (804) 520-9290  
Email: MelvinL@colonialheightsva.gov

June 5 2020

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The City of Colonial Heights Virginia hereby solicits qualified and interested firms to submit proposals and statements of qualifications for professional engineering services, for inspection of elevated water tanks.

Sealed Proposals, subject to the specifications and conditions herein and attached hereto, will be received at the above office until, but not later than **2:00 PM EDT, June 23, 2020**

Your proposal to be considered, must be submitted in the format requested herein. If for any reason you deviate from this Request for Proposal, indicate the reason in detail. **Five (5) copies of your proposal must be submitted in a sealed envelope.** All firms shall sign their proposal and return by the time specified. It shall be the full responsibility of the Contractor to allow adequate time for delivery of the proposal. Failure to comply with these requirements may be cause for rejection of proposal.

Any proposal received after the announced time and date of opening, whether by mail or otherwise, will not be considered and will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The City of Colonial Heights encourages all businesses, including minority and women-owned businesses to respond to all Invitations to Bid and Request for Proposals. All responsible firms are encouraged to submit proposals.

The right is reserved to reject any or all proposals submitted and also, to make award where it appears it will be to the best interest of the City.

The City may, if deemed necessary, ask for interviews with all or several of the firms submitting proposals.

Any proposal submitted **MUST** be signed by an individual authorized to bind the offeror. All proposals Submitted without such signature will be deemed non-responsive and will not be accepted.

Enclosed is a "Proposal Requirements and Non-Collusion Statement" that should be signed and returned with this proposal.

If your desire not to submit on this Proposal, please forward your acknowledgment of "NO PROPOSAL SUBMITTED" to the above address.

Mark outside of envelope with Subject #Contract# , closing date and time for receipt of proposals.

**No Costs for Services shall be submitted with this Proposal. All cost will be obtained as outlined in our Selection Procedure.**

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### **General Terms and Conditions**

During the performance of any contract awarded pursuant to this Request for Proposal, the Contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin, or handicap, except where religion, sex or national origin is a bona fied occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause.
- B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor shall include the provision of the foregoing paragraph A, B, C and D, in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

### **Ethics**

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements for any other offeror, supplier, manufacturer or subcontractor in connection with their proposal.

### **Immigration Reform and Control Act of 1986**

By submitting their proposal, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform And Control Act of 1986.

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### **Insurance**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of, or result from, the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the City, the contractor and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, naming the City of Colonial Heights as additionally insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the City's Attorney and/or Risk Management and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

### **Drug Free Workplace**

During the performance of this contract, the contractor agrees to the following:

1. Provide a drug-free workplace for the contractor's employees
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
4. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensations, possession or use of any controlled substance or marijuana during the performance of the contract.

### **Hold Harmless Agreement**

The chosen contractor, will be required to provide the City, a copy of the attached hold harmless agreement, before any work can begin.

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### **Faith-Based Organizations**

The City of Colonial Heights does not discriminate against faith-based organizations in accordance with *The Code of Virginia*, Section 2.2-4343.1.

### **Debarment Status**

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of good and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

### **Choice of Laws and Venue**

Any disputes under a resulting contract that cannot be resolved between the City of Colonial Heights and the offeror, must be resolved in the Circuit Court of Colonial Heights, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.

### **Proprietary Information**

Section 2.2-4342 of the *Code of Virginia* states: “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transactions shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.”

### **Termination**

It shall be the sole right of the City, to terminate any contract upon thirty (30) days written notification to the Contractor.

### **Contract**

The contract period shall run for one (1) year. The right is reserved to renew this contract annually for a period not to exceed five (5) years, to be mutually negotiated at a reasonable time prior to the expiration date, between the contractor and the City.

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### **Introduction**

The City of Colonial Heights (City) is seeking Requests for Proposals (RFP) from qualified engineering firms (Offerors) with relevant experience in Virginia, in conducting inspections of elevated water storage tank structures.

The successful Offeror will provide labor and equipment to inspect, examine, evaluate and document the condition of each of the City's structures. Underwater inspection services may be accomplished by an approved remotely operated vehicle (ROV) or by qualified divers and diving equipment.

The City will review and evaluate responses to this solicitation and conduct interviews with the top-ranked candidates.

### **Background**

The City owns and maintains an inventory of three elevated water storage tanks. Facility data is as shown below.

<b>Name</b>	<b>Location</b>	<b>Capacity (gal)</b>	<b>Height (ft)</b>	<b>Construction Year</b>
Shepherd Stadium	200 Block between Roanoke and Westover Avenues	250,000	123.1	1946
Sherwood Hills	100 Block of Tudor Road	500,000	124.7	1975
Southpark	694 Southpark Boulevard	1,000,000	182.4	1983

### **City Project Manager**

The City's Project Manager for this work will be:

Matthew Ryan, Engineering Technician  
201 James Avenue  
Colonial Heights, VA 23834  
Office (804) 520-9336  
[RyanM@colonialheightsva.gov](mailto:RyanM@colonialheightsva.gov)

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## Requirements

### Applicable Technical Standards

- AWWA M42 Manual of Water Supply Practices “Steel Water-Storage Tanks,” except delete Sections A-1.4 and A-3.3 of Appendix C.
- AWWA C652-02 standard for potable water tank diving and disinfection of equipment
- 

### Minimum Qualifications

Assign individuals to the work that:

- Provide evidence of credentials meeting the requirements of AWWA M42
- Have conducted at least (60) sixty inspections of potable water storage tanks using similar methods
- Are certified as a National Association of Corrosion Engineers (NACE) Protective Corrosion Specialist, Society for Protective Coatings (SSPC) Inspector or approved equivalent

### Minimum Specifications for Remote Equipment

Following are the minimum requirements for remotely operated underwater vehicle (ROV) equipment when utilized in the work:

- Dedicated for potable water use only; provide a letter of certification stating that the ROV is dedicated to potable water inspection
- Contain no liquids that will contaminate the water; any thruster seal fluid must be a food grade product
- Capable of abrading the underwater surfaces to clean off corrosion products
- Able to measure sediment depths on tank floor
- Have a macro zoom camera capable of extreme close up inspection and long distance inspection of above water surfaces

Capable of taking ultrasonic metal thickness readings on the floor and walls

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## **Consultant's Responsibilities**

### **Task 1: Project Management**

#### **Description:**

This work includes but is not limited to the overall management of the work including planning, meeting, coordinating, scheduling, quality control, progress reporting and invoicing as outlined below.

- Plan and schedule the work and submit an overall work plan in the form of a written Schedule of Operations for the Engineer's review and acceptance. At a minimum, show the timetable in calendar days for each tank inspection and for preparing the inspection report.
- Prepare invoices for payment

#### **Deliverables:**

- Electronic copy of original schedule of operations and any revisions in Adobe PDF™ or MS Word™ format
- One (1) printed copy of monthly invoices

### **Task 2: Water Storage Tank Inspection and Evaluation**

#### **Description:**

Below are the main categories of inspection. These categories may not be all inclusive and additional categories and items of inspection may be required depending on the design of each storage facility. For each water storage facility, accomplish the inspection by examining and recording the conditions and details of items in each main category:

- Sanitary conditions
- Structural and foundation conditions
- Safety and security conditions
- Coating system conditions
- General details

All equipment that is used in the tank must be sprayed with a chlorine solution, at a concentration of 200-mg/L, in accordance with AWWA C652-02 (Chlorination Method 2).



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**Deliverables:**

- Provide high-quality color DVD video inspection of 100% of all internal surfaces, including the roof, through closed circuit TV. The certified coatings inspector shall describe the conditions found as the recorded audio of the video.
- Provide color photographs to document observations of elements during the exterior inspection. Mount the photographs with captions adjacent to the photographs describing the observations.

**Task 3: Final Inspection and Evaluation Reports**

**Description:**

This task consists of assembling all documentation in Task 2 into a final report for each structure. Organize the report by structure and by main categories of inspection. In addition, provide recommendations for short-, intermediate- and long-term maintenance and repair/replacement.

**Deliverables:**

- Electronic copy in Adobe PDF™ format and two (2) printed copies of final reports for each structure listed above including background information, inspection findings, conclusions and recommendations.

**City's Responsibilities**

- Provide access to water tank facility sites
- Provide one (1) printed copy of the latest inspection reports for each structure, if available
- Provide one (1) printed copy of record plan and elevation sheets for structures, if available
- Review and approve deliverables for acceptance
- Make monthly payments for approved and accepted work

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### **Proposal Requirements**

In response to this Request for Proposals, Offerors shall submit all responses on GSA SF330 forms.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Limit Proposal length to no more than the equivalent of no more than 25 single-sided, 8 ½" x 11" paper pages, not including front and back covers or section dividers. Failure to submit proposals on the required forms or exceeding the maximum number of pages may result in an Offeror being deemed non-responsive.

All work shall be performed under the responsible charge of an Engineer registered in the Commonwealth of Virginia. Work product documents shall be marked with his or her seal and signed and dated.

### **Proposal Evaluation Criteria**

Evaluation criteria for each proposal shall include the following factors which:

1. Experience of the firm (Offeror) in providing engineering and inspection services related to elevated water storage tanks, recommendations for maintenance and repair of municipal water storage tanks, preparation of maintenance specifications, and actual performance of required maintenance and repair work
2. Understanding of the scope of work, purposes and objectives of the proposed work and understanding of the Engineer's role and responsibilities in being part of the maintenance of the City's water system and crucial public infrastructure;
3. Qualifications of the Offeror's project manager, lead engineer, staff, and project teams;
4. The sufficiency of financial resources and ability of the Offeror to perform the contract or provide the services
5. Location of the Offeror's office that will have the responsibility for providing the services and the ability of the Offeror to respond quickly to requests and requirements of the City

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### **Choosing a Contractor**

The City may engage in individual discussions, with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services.

Repetitive informal interviews shall be permissible, if needed the offers shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to this project, as well as alternative concepts.

At the discussion stage, the City may discuss nonbinding estimates of price for services.

At the conclusion of discussion, and on the basis of the evaluation factors published in this Request for Proposal, the City shall select in the order of preference, two or more offers whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price

### **Contract Type and Supporting Data**

The City intends to execute a fixed billable rate, maximum not-to-exceed contract for the work. The fixed, billable rates will include salary, overhead, net fee and escalation, if any.

Exhibits will be incorporated into the City's standard form contract:

Exhibit A will incorporate the requirements of Sections II through IV of this RFP, as amended and agreed to between the successful Offeror and the City;

Exhibit B, Professional Labor Distribution, will indicate the estimated level of effort by labor classification for each task; and

Exhibit C, Direct Expenses will indicate the estimate of reimbursable expenses.

For cost plus net fee contracts, the maximum fee will be shown on Exhibit D, Computation of Fee

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**Returning your Proposal**

**Please return five (5) copies of your proposal to:**

City of Colonial Heights VA  
Finance/Purchasing Department  
Larry H. Melvin – Purchasing Agent  
201 James Avenue – 2<sup>nd</sup> floor  
Colonial Heights VA, 23834

Please place on the outside of your Proposal:

Proposal # 20-062302-1112  
Proposal Engineering Services for Inspection of the City's Elevated Water Tanks  
Proposal Due by: June 23 2020, 2:00 PM EDT

## Exhibit B

### Elevated Water Tank Inspections City of Colonial Heights, Virginia Professional Labor Distribution



TANK/TASK	PROJ MGR	ENG/ DES	ENG TECH	ADMIN ASST	INSPECTOR	TOTAL
<b>TANK 1</b>						
Task 1:						
Task 2:						
Task 3:						
<b>TANK 2</b>						
Task 1:						
Task 2:						
Task 3:						
<b>TANK 3</b>						
Task 1:						
Task 2:						
Task 3:						
<b>TASK SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FIXED BILLABLE RATES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

[illegible]

**CITY OF COLONIAL HEIGHTS  
STANDARD CONTRACT FOR SERVICES**

This Contract is entered into this\_\_\_\_ day of\_\_\_\_\_, 2020, by and between the City Council of Colonial Heights, Virginia, or its authorized agents, and the Contractor identified below, for services identified herein, on the following terms and conditions.

**1. Definitions.**

- (a) As used in this Contract, the term “City” shall mean the City Council of Colonial Heights, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts.
- (b) As used in this Contract, the term “Contractor” shall mean \_\_\_\_\_

**2. Provision of Services.**

- (a) The Contractor hereby agrees to provide the following services to the City:

**Professional Services for Inspection of Elevated Water Storage Tanks as set forth in Exhibit A through C, dated \_\_\_\_\_, which is attached hereto,**

- (b) The time, manner and place for performance of such services shall be:\_\_\_\_\_

**3. Time and Essence.**

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

**4. City Obligations.**

- (a) In return for the services identified above, the City shall pay the Contractor the following amounts: See Exhibits B and C, dated\_\_\_\_\_, copies of which are attached hereto. The total amount paid the Contractor for all services shall not exceed\_\_\_\_\_, without written city approval.
- (b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the City a two percent (2%) discount for all invoices, provided that the City pays any invoice or other billing within ten (10) working days of receipt thereof.

**5. Termination for Convenience of the City.**

- (a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the City Manager or the Purchasing Agent of Colonial Heights determines that such termination is in the best interest of the City.
- (b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or the Purchasing Agent, mailed or delivered to the Contractor and specifically setting forth the effective date of termination.

- (c) Upon receipt of such Notice, the Contractor shall:
  - (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
  - (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
  - (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
  - (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the City Purchasing Agent; and
  - (v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.
- (d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Agent.
- (e) The Purchasing Agent, with the approval of the City's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
- (f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Agent shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:
  - (i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
    - (A) cost of work performed or supplies delivered;
    - (B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;
    - (C) a sum as profit on (A) determined by the Purchasing Agent to be fair and reasonable.
  - (ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.



- (g) In the event that the Contractor is not satisfied with any payments which the Purchasing Agent shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 15 of this contract concerning Disputes.
- (h) The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

## **6. Termination for Default**

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

## **7. Examination of Records.**

- (a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
- (b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- (c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

## **8. Termination for Non-Appropriation of Funds.**

- (a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.
- (b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

## **9. Insurance.**

The Contractor shall maintain insurance, in an amount and a form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be: **pursuant**

**to attached certificate of insurance.** The Contractor shall provide a Certificate of Insurance, naming the City as additionally insured.

**10. Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the City Manager.

**11. Modifications or Changes to this Contract.**

- (a) Change Orders. The Purchasing Agent, with the concurrence of the City's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically as a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.
- (b) The Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
- (c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Agent required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the City is prejudiced by such delay.
- (d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

**12. Warranties:**

**13. Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the City, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

**14. Disputes.**

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment to the Contractor. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or the beginning of the work upon which the claim will be based. Contractual claims shall be addressed to the Purchasing Agent and shall clearly designate the correspondence as a contractual claim, the contract to which it is referring, and the basis for the claim. The City Manager or his designee shall respond in writing to the Contractor with his final decision within 90 days of the claim's submission. The written decision of the City Manager or his designee shall be final and conclusive unless the

Contractor appeals within six months of the date of the decision by instituting legal action as specified in §2.2-4364 of the Code of Virginia.

**15. Nondiscrimination.**

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**16. Drug Free Workplace.**

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the above clauses in every contract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. "Drug-free workplace" means a site for the performance of work done in connection with this contract and at which employees are subject to the prohibitions in (ii) above.

**17. Interest.**

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month on all amounts the City owes to the Contractor.

**18. Payments to Subcontractors.**

The Contractor agrees to take one of the following actions within seven days after receipt of payment from the City for work performed by a subcontractor under the Contract:

- a. Pay the subcontractor the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under the Contract; or

- b. Notify the City and the subcontractor, in writing, of his intention to withhold all or a part of the payment with the reasons for nonpayment.
- c. The Contractor agrees to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the City for work performed by the subcontractor under the Contract, except for amounts withheld under subsection 1(b).
- d. The Contractor agrees to include language in its subcontracts and with lower-tier subcontractors which states that unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month.

**19. Social Security or Employer Identification Number.**

Prior to any payment being made by the City under the Contract, the Contractor shall provide the City his or her social security number (if an individual) or the federal employer identification number (if a proprietorship, partnership or corporation).

**20. Payment and Performance Bonds (Construction Contracts Only).**

The City shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The Contractor shall provide a Performance Bond and a Payment Bond (AIA Document A312) each for one hundred percent (100%) of the Contract including all adjustments as authorized by change order. Bond premiums for the initial Contract shall be paid by the Contractor. Any subsequent bond premium costs shall be as authorized by change order.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**21. Worker's Compensation (Construction Contracts Only).**

No Contractor shall perform any work on a construction contract unless he (i) has obtained, and continues to maintain for the duration of the work, worker's compensation coverage required pursuant to Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia and (ii) provides prior to the award of contract, on a form furnished by the City, evidence of such coverage.

**22. Additional Terms and Conditions.**

See Exhibits A, B and C, dated \_\_\_\_\_, which are attached hereto.

**23. Integration Clause.**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

**24. Legal Status**

All individuals performing work pursuant to this contract must be U.S. citizens or possess documents that allow them to be employed and work in the United States.

**25. Faith-Based Provisions.**

The City does not discriminate against faith-based organizations. For the purpose of this section, “faith-based organization” means a religious organization that is or applies to be a Contractor to provide goods and services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

**26. City Ownership of Contract Product.**

Drawings, specifications and other documents, including those in electronic form, prepared by the Contractor are Instruments of Service. The Contractor shall be deemed the author and owner of the instruments until such time as payment is made therefore, at which time the City shall become the owner of the Instruments of Service. The Owner, upon completion or termination of this Contract, shall have full and exclusive rights to use the Instruments of Service in any manner not inconsistent with state law. The Contractor shall not use the Instruments of Service on any other work or release information about the Instruments of Service without the express written consent of the City.

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City Representative

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Title

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Date

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Contractor or Duly Authorized Representative

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Title

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Date

## HOLD HARMLESS AGREEMENT

I (we) \_\_\_\_\_, agree to the following provision relating to Indemnification of the CITY OF COLONIAL HEIGHTS whereby:

- (a) The Contractor shall indemnify and save harmless the City, its agents and employees from and against all claims, damages, injuries, losses to persons or to property and expenses including attorneys' fees, alleged to have been caused through the fault, omissions or negligence of the Contractor, its agents and employees in the performance of any part of the work herein. Contractor shall be responsible to City for the acts and omissions of all person, firms or corporations directly or indirectly employed by contractor in connection with the work.
- (b) In any and all claims against the City or any of its agents or employees by any employee of the Contractor or anyone directly or indirectly employed by the Contractor, the indemnification obligation under paragraph (a) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workmen's compensation act, disability benefit acts or other employee benefit acts. Insurance coverage specified in any part of this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
(Name and Title)

STATE OF \_\_\_\_\_ of \_\_\_\_\_

To-WIT: I \_\_\_\_\_ a Notary Public in and for the \_\_\_\_\_

\_\_\_\_\_ aforesaid in the State aforesaid, do certify that \_\_\_\_\_

\_\_\_\_\_ whose name is signed to the above agreement bearing the date of \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me in my

\_\_\_\_\_ and State aforesaid and acknowledged the same as his / her act and deed.

My Commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC